

When Recorded please return to:

DEAN C. ENGELSON  
JENNIFER S. ENGELSON  
PO BOX 952  
SHINGLE SPRINGS, CA 95682-0952

2007-006446

Klamath County, Oregon



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04/06/2007 03:02:36 PM

Fee: \$41.00

MTCL3910-8032

### GOODSON-ENGELSON EASEMENT AGREEMENT

L. Frank and Lillie L. Goodson, their heirs, assigns and successors, hereforth, "Party A" (Goodsons) being the owner of the real property in Klamath County, Oregon described as shown in Exhibit "A", attached.

AND, the Engelson Trust of 1995, Dean C. and Jennifer S. Engelson, Trustees, their assigns and successors, henceforth, "Party B" (Engelsons), being the owner of the real property in Klamath County, Oregon described as shown in Exhibit "B", attached.

WHEREFORE, for and in consideration of the agreement contained herein, the parties hereto agree as follows:

1. Party "A" (Goodsons) hereby grants to "Party B" (Engelsons) a permanent, non-exclusive easement for the purposes of ingress, egress, road and underground utility placement and maintenance; said easement shall be over and across that portion of the existing thirty (30) foot road easement as shown on Minor Land Partition 39-90 (and as shown on Exhibit C attached hereto) that lies within Goodson's Exhibit A property, a portion approximately 205.59 feet in length.
2. Said easement contains an existing graveled road which presently averages 12-feet in width. It is agreed that if Party "B" (Engelsons) desire to widen the road they shall be required to obtain permission from Party "A" (Goodsons) before removing any living pine or aspen trees that exceed 12" dbh.
3. Said easement shall be for traditional residential and ranch uses only and is specifically not for commercial, RV- park, motel, hotel, and/or ranch-arena use.
4. For safety and dust control purposes it is agreed that Party "B" (Engelsons) and their guests shall not drive vehicles in excess of 12 miles per hour on said easement.
5. No gates shall be placed across the roadway easement without the prior written consent of both parties, except as described in Deed Volume M91, Pages 18615 through 18620.
6. Notwithstanding any other provisions herein to the contrary, neither party shall make such use of the easement granted hereby which unreasonably interferes with the other party's use of the easements and their property.
7. The non-exclusive easement granted herein is for the benefit of Engelson's property described in Exhibit B and shall run with the land as to all property

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

41-

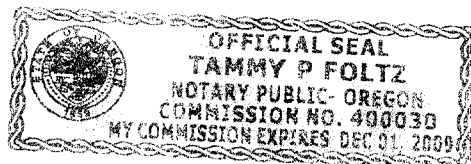
burdened and benefited by such easements. The rights, covenants and obligations contained herein shall bind, burden and benefit each party's successors and assigns, lessees, mortgages and other lien holders.

[Signature]  
L. Frank Goodson

STATE OF OREGON, County of Klamath.

SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of April, 2006. 7<sup>th</sup> APR 14

Tammy P. Foltz  
Notary Public for Oregon  
My Commission Expires: Dec 01, 2009

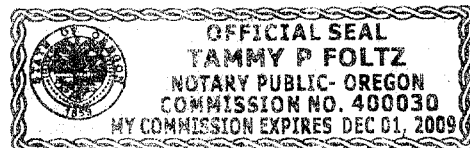


[Signature]  
Lillie L. Goodson

STATE OF OREGON, County of Klamath.

SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of April, 2006. 7<sup>th</sup> APR 14

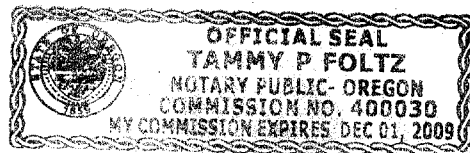
Tammy P. Foltz  
Notary Public for Oregon  
My Commission Expires: Dec 01, 2009



Dean C. Engelson, Trustee of Engelson Trust of 1995  
Dean C. Engelson, Engelson Trust of 1995  
Trustee of

STATE OF Oregon, County of Klamath  
SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of April, 2006. 7<sup>th</sup> APR 14

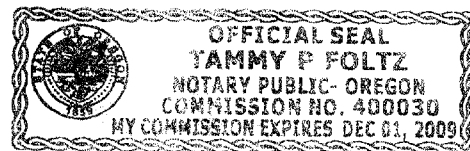
Tammy P. Foltz  
Notary Public for Oregon  
My Commission Expires: Dec 01, 2009



Jennifer S. Engelson, Trustee, Engelson Trust of 1995.  
Jennifer S. Engelson, Trustee, Engelson Trust of 1995

STATE OF Oregon, County of Klamath  
SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of April, 2006. *[Signature]*

Tammy P. Foltz  
Notary Public for Oregon  
My Commission Expires: Dec 01, 2009



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF GOODSON'S PROPERTY**

A tract of land in the NW1/4 of the SW1/4 of Section 26, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon described as follows:

Beginning at a point on the Easterly boundary of the right of way of The Dalles-California Highway, according to the survey and establishment of said highway as made in 1932, said right of way being 100 feet in width, said point being located 50 feet Easterly and opposite to Engineer's Survey Station 1880 + 11.3, said point being further located South 53 degrees 38' East a distance of 1108.5 feet from the West quarter corner of said Section 26, said point being further located a distance of 52 feet Southerly from the South water line of the Fort Creek Irrigation Canal and said point being further located at the intersection of the Easterly line of the said Dalles-California Highway right of way with the Southerly line of the proposed right of way of the rock quarry hauling road provided through said legal subdivision for the purposes of construction of surfacing for said highway; thence South 19 degrees 43' East for 200 feet along the said Easterly boundary of The Dalles-California Highway right of way; thence North 70 degrees 17' East for 200 feet at right angles to the last described course; thence North 19 degrees 43' West for 247.6 feet to a point on the Southerly boundary of the right of way of the aforesaid rock quarry hauling road; thence South 56 degrees 54' West for 205.6 feet along said rock quarry hauling road boundary to the point of beginning.

Except therefrom that portion lying Westerly of a line parallel with and 80 feet Easterly of the center line of the Crater Lake Highway.

And

A tract of land being a portion of Parcel 2 of "Minor Land Partition 39-90", situated in the NW1/4SW1/4 of Section 26, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

(Exhibit A description continued)

Beginning at the Southwest corner of said Parcel 2, said point being on the Northeasterly right of way line of State Highway 62, from which the West 1/4 corner of said Section 26 bears North 51 degrees 51' 28" West 1196.49 feet; thence North 19 degrees 26' 26" West, along said line 207.0 feet to the center of Fort Creek; thence, along the center of Fort Creek, North 57 degrees 47' East 37.0 feet, North 37 degrees 05' East 19.0 feet and North 45 degrees 40' East 35.0 feet; thence, leaving the center of Fort Creek, South 50 degrees 33' East 225.1 feet, more or less, to a point on the South line of said Parcel 2; thence South 57 degrees 10' 20" West 205.59 feet to the point of beginning, with bearings based on record of survey 5389 on file at the office of the Klamath County Surveyor, being Property Line Adjustment 47-99.

Map Tax Lot: R-3307-V2600-00900

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF ENGELSON'S PROPERTY**

That portion of the NE1/4NW1/4 lying South of the Southerly bank of Short Creek in Section 26, Township 33 South, Range 7 1/2 East of the Willamette Meridian, excepting therefrom the South 330 feet, Klamath County, Oregon.

Map Tax Lot: R-3307-V2600-00200

and

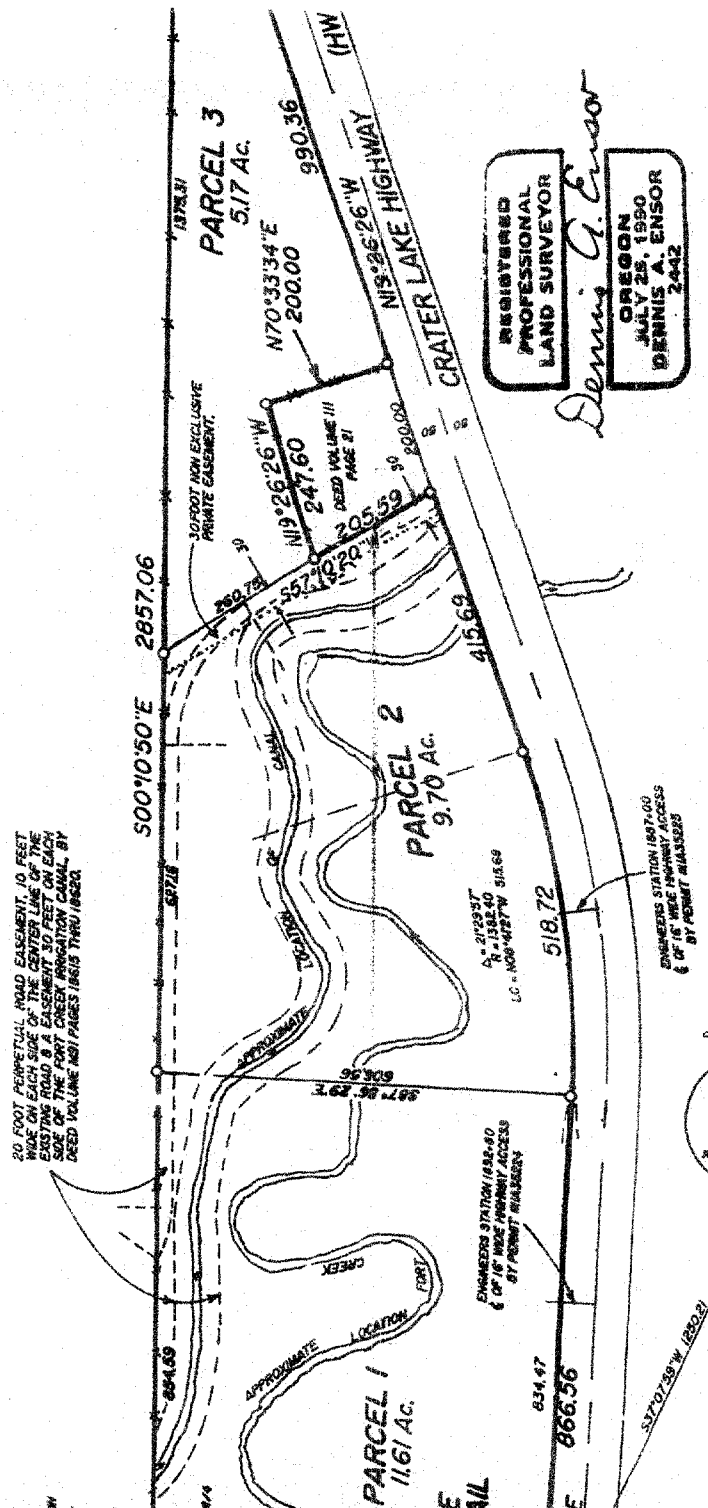
The South 330 feet of the NE1/4NW1/4, Section 26, Township 33 South, Range 7 1/2 East Willamette Meridian, Klamath County, Oregon.

Map Tax Lot: R-3307-V2600-00300

SITUATED IN THE W1/2 W1/2 OF SECTION 26, T33S, R71/2EWM,  
KLAMATH COUNTY, OREGON



SCALE 1" = 200'



## **Goodson-Engelson Easement Agreement Exhibit C**